



Agenda

Regular Meeting of the City Commission

City of Kalamazoo

Monday, April 1, 2013

7:00 p.m.

City Commission Chambers – 241 West South Street

A. CALL TO ORDER/ROLL CALL

B. OPENING CEREMONY

1. Invocation: **Apostle Daniel Cunningham**, Greater Faith Ministries Empowerment Center
2. Pledge of Allegiance
3. Introduction of Guests
4. Proclamations
 - a. **Peace Education Month**, May 2013
 - b. **Great Lakes PeaceJam**
 - c. **Child Abuse Prevention Month**, April 2013

C. ADOPTION OF FORMAL AGENDA

D. COMMUNICATIONS

1. The public is invited to attend the following meetings of boards and commissions:
 - a. The **Parks and Recreation Advisory Board** will meet on Tuesday, April 2, 2013 at 5:20 p.m., in the Parks and Recreation Community Room at Mayors' Riverfront Park, located at 251 Mills Street.
 - b. The **Dangerous Buildings Board** will meet on Thursday, April 4, 2013 at 2:00 p.m., in the City Commission Chambers at City Hall.
 - c. The **Kalamazoo Historic Preservation Commission** will meet on Tuesday, April 9, 2013 at 5:00 p.m., in the Third Floor Conference Room at City Hall.
 - d. The **Planning Commission** will meet on Tuesday, April 9, 2013 at 7:00 p.m., in the City Commission Chambers at City Hall.
 - e. The **Friends of Recreation Board** will meet on Thursday, April 11, 2013 at 8:15 a.m., in the Parks and Recreation Community Room at Mayors' Riverfront Park, located at 251 Mills Street.

- f. The **Traffic Board** will meet on Thursday, April 11, 2013 at 2:00 p.m., in the Public Services Conference Room, located at 415 Stockbridge Avenue.
 - g. The **Community Development Act Advisory Committee** will meet on Thursday, April 11, 2013 at 6:30 p.m., in the Community Room at City Hall.
 - h. The **Zoning Board of Appeals** will meet on Thursday, April 11, 2013 at 7:00 p.m., in the in the City Commission Chambers at City Hall.
 - i. The **Downtown Development Authority** will meet on Monday, April 15, 2013 at 3:00 p.m., in the Community Room at City Hall.
2. The City is accepting applications for appointment to various city Commission advisory boards and commissions. Interested citizens are encouraged to contact the City Clerk's Office at 337-8792 to request an application form or to obtain additional information on board vacancies.

E. PUBLIC HEARINGS

**F. CONSENT AGENDA
(Action: Motion to approve items "1-6")**

1. Consideration of a recommendation to approve an agreement with the Michigan Department of Transportation (MDOT) to receive \$1,083,000 in Federal Surface Transportation Funds for the resurfacing of North Burdick Street from the Amtrak Railroad Tracks to the North City Limit and Fulford Street from Cork to Stockbridge; and approve a purchase order with MDOT in the amount of \$282,000, to cover the City's share of the projects' construction costs.
2. Consideration of a recommendation to approve a contract with Gabriel, Roeder and Smith, P.C. to perform actuarial services for the City for a 3-year period beginning on July 1, 2013 and ending on June 30, 2016 in the amount of \$111,900 and authorize the City Manager to execute all documents pertaining to this award on behalf of the City of Kalamazoo.
3. Consideration of a recommendation to adopt a RESOLUTION setting a public hearing for April 15, 2013 to adopt the Program Year 2013 Action Plan which details the funding allocations for Community Development Block Grant, HOME Investment Partnership Program, and Emergency Solutions Grant entitlement funds received from the U.S. Department of Housing and Urban Development.

4. Consideration of a recommendation to adopt a RESOLUTION approving an application for transfer of a Neighborhood Enterprise Zone certificate at 602 Collins Street in the Edison Neighborhood Enterprise Zone.
5. Consideration of a recommendation to approve three (3) part-time non-union position allocations within the Public Safety Department for the purpose of parking enforcement in the Outside Central Business District.
6. Consideration of a recommendation to approve a request from the Kalamazoo Amateur Athletic Federation (KAAF) for permission to apply for special liquor licenses for the following softball tournaments to be held at Versluis/Dickinson Park: the Can Am Festival, May 19-20, 2013 and the Kiracofe Memorial Softball Tournament, July 12-14, 2013.

G. REGULAR AGENDA

H. REPORTS AND LEGISLATION

1. City Manager's Report

I. UNFINISHED BUSINESS

J. POLICY ITEMS

1. City Manager Search Update

K. NEW BUSINESS

L. CITIZEN COMMENTS

M. MISCELLANEOUS COMMENTS AND CONCERNS BY COMMISSIONERS

N. CLOSED SESSION

1. Consideration of a recommendation to go into closed session to consider an attorney client privileged communication exempt from disclosure by State Statute (**Action: Motion to go into closed session**)

O. ADJOURNMENT

ADDITIONAL INFORMATION

Questions regarding agenda items may be answered prior to the meeting by contacting the City Manager's Office at 269.337.8047.

Persons with disabilities who need accommodations to effectively participate in City Commission meetings should contact the City Clerk's Office at 337-8792 a week in advance to request mobility, visual, hearing or other assistance.

Agendas for the regular meetings of the Kalamazoo City Commission are available on the Internet at: [**www.kalamazoocity.org**](http://www.kalamazoocity.org)

The Kalamazoo City Commission meetings are held the first, third Mondays at 7:00 p.m. and are shown live on the Public Media Network on Channel 98. The meetings are rebroadcast on Tuesday at 1:00 a.m. and 2:00 p.m., Saturday at 11:00 a.m. and Sunday at 8:00 p.m. on Channel 98.

GUIDELINES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS

Welcome to the Kalamazoo City Commission meeting, and thank you for your participation in Kalamazoo local government. The City Commission recognizes that citizens who make the effort to attend a Commission meeting often feel passionately about an issue. The following guidelines are not meant to discourage individual expression; rather, they exist to facilitate the orderly conduct of business and to ensure that all citizens who wish to address the City Commission are able to do so in an atmosphere of civility and respect, without fear or intimidation.

1. Out of respect for business being conducted during the meeting, please turn off all cell phones and pagers prior to the start of the meeting.
2. In an effort to maintain order and to allow a respectful discussion, please do not make comments from the audience area. Audience members should also refrain from applause or other audible noise at times not formally recognized as appropriate by the meeting chair.
3. Citizens have opportunities to address the Commission at the following times during a meeting:
 - a. Consideration of Regular Agenda items. Citizens are permitted to speak to the Commission on Regular Agenda and Unfinished Business prior to the City Commission voting, except those votes setting a public hearing. (Note: The Consent Agenda is a list of items proposed for City Commission approval to be voted upon all at one time. This is a time-saving procedure as most Consent Agenda items are housekeeping measures. A citizen may request an item be removed from the Consent Agenda for individual consideration or discussion.) Comments must be germane to the specific item under consideration.
 - b. The Citizen Comment period near the end of the meeting is for comment on Agenda or Non-Agenda items.

4. To address the City Commission, please sign in at the podium near the Clerk's station and then proceed to the podium directly in front of the dais when invited by the meeting chair. Before beginning your comments, please clearly state your name for the record and whether you reside within the city limits. Comments are limited to four minutes.
5. Citizen comment periods are a time for citizens to make comments; they are not intended as a forum for debate or to engage in question-answer dialogues with the Commission or staff. Commissioners are encouraged not to directly respond to speakers during citizen comment periods. At the conclusion of a speaker's remarks, the Mayor or individual Commissioners may refer a question to City staff, if appropriate. Also, individual Commissioners may choose to respond to speakers during "Miscellaneous Comments and Concerns of Commissioners."
6. Signs, placards and banners are permitted in Chambers during open meetings but only along the perimeter of the room (side and back walls) and only if they do not obstruct the vision of others.

If you have any questions, please feel free to contact the City Clerk's Office at 269.337.8792



Commission Agenda Report

Date: **04/01/13**
Item **F1**

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor McKinney, and City Commissioners

FROM: Kenneth P. Collard, City Manager, ICMA-CM, P.E.
Reviewed By: Sue Foune, Public Services Deputy Director
Prepared By: Fred Nagler, P.E. City Engineer

DATE: March 27, 2013

SUBJECT: Agreement and Purchase Order with the Michigan Department of Transportation for the resurfacing of North Burdick Street from the Amtrak Railroad Tracks to the North City Limit and Fulford Street from Cork to Stockbridge

RECOMMENDATION

It is recommended that the City Commission approve an agreement with the Michigan Department of Transportation (MDOT) to receive \$1,083,000 in Federal Surface Transportation Funds for the resurfacing of North Burdick Street from the Amtrak Railroad Tracks to the North City Limit; and Fulford Street from Cork to Stockbridge. It is also recommended that the City Commission approve a purchase order with MDOT in the amount of \$282,000, to cover the City's share of the projects' construction costs.

BACKGROUND

Burdick Street from the Amtrak Railroad Tracks to the North City Limit; and Fulford Street from Cork to Stockbridge are deteriorated and in need of rehabilitation. With available Federal funding in 2013, work on both streets will include milling and resurfacing of the roadway; spot sidewalk repair; and placement of new sidewalk ramps compliant with the latest recommendations of the Americans with Disabilities Act (ADA). In addition, Fulford will receive spot curb and gutter replacement while N. Burdick will have more comprehensive curb and gutter work.

The estimated combined construction cost for the two projects is \$1,365,000. Federal participation in the projects will be 81.85% of the total construction cost, up to an amount not to exceed \$1,083,000. The project will be bid through MDOT and MDOT will hold the contract with the low responsive bidder. City Engineering staff will provide construction inspection and project management services. Construction is expected to start in early June.

COMMUNITY RESOURCES CONSULTED

Engineering combines the recommendations of a computerized Pavement Management System and citizen comments in developing its street programs. In addition, Federally funded projects are included in the Kalamazoo Area Transportation Study (KATS) Metropolitan Planning Organization's Transportation Improvement Program which is advertised and open for public comment.

FISCAL IMPACTS

The Burdick and Fulford Street projects are included in the City's 2013 Major Street CIP budget. In addition to the \$1,365,000 estimated construction cost, it is anticipated that \$167,000 will be required for contingencies, construction engineering, testing and inspection. Project revenues and estimated costs are as follows:

Revenue

Federal Funds Available	\$1,083,000
2012 Major Streets CIP Budget	<u>\$ 449,000</u>
TOTAL FUNDS AVAILABLE	\$1,532,000

Costs

Estimated Construction Costs	\$1,365,000
Engineering, Testing and Inspection	<u>\$ 167,000</u>
TOTAL COST	\$1,532,000

Funds are available in the City's 2013 Major Street Capital Improvement Budget for this project.

ALTERNATIVES

The alternative of not approving the agreement or purchase order is not recommended as the City would turn down \$1,083,000 in Federal funding for these deteriorating major streets.

ATTACHMENTS

MDOT Contract



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

RICK SNYDER
GOVERNOR

KIRK T. STEUDLE
DIRECTOR

February 21, 2013

RECEIVED
FEB 25 2013
Kalamazoo City Clerk

Mr. Scott Borling, Clerk
City of Kalamazoo
241 W. South Street
Kalamazoo, MI 49007-4796

Dear Mr. Borling:

RE: MDOT Contract No.: 13-5047
Control Section: STU 39405
Job Number: 110279; 110288

Enclosed is the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract. If this contract meets with your approval, please complete the following checklist:

- PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. A contract is not executed unless it has been signed by both parties.
- Secure the necessary signatures on all contracts.**
- INCLUDE A CERTIFIED RESOLUTION.** The resolution should specifically name the officials who are authorized to sign the contracts.
- Return all copies of the contracts to my attention of the Department's Development Services Division – mail code B250 for MDOT execution.**

In order to ensure that the work and payment for this project is not delayed, the agreement needs to be returned within 35 days from the date of this letter.

A copy of the executed contract will be forwarded to you. If you have any questions, please feel free to contact me at (517) 241-3028.

Sincerely,

Lauri Olsen
Contract Processing Specialist
Development Services Division

Enclosure

STP

DA

Control Section	STU 39405
Job Number	110279; 110288
Project	STP 1339(009)(010)
Federal Item No.	HH 8484; HH 8485
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	13-5047

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF KALAMAZOO, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Kalamazoo, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 7, 2013, attached hereto and made a part hereof:

PART A – STU 39405; JOB #110279; STP 1339(009); HH 8484

Hot mix asphalt cold milling and resurfacing work along Fulford Street from Cork Street to Stockbridge Avenue; including concrete curb and gutter, concrete sidewalk, sidewalk ramp, and pavement marking work; and all together with necessary related work.

PART B – STU 39405; JOB #110288; STP 1339(010); HH 8485

Hot mix asphalt cold milling and resurfacing work along North Burdick Street from the Amtrak railroad tracks to the north city limits; including concrete curb and gutter, concrete sidewalk, sidewalk ramp, and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$484,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

Federal Surface Transportation Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$599,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(I); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation

with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

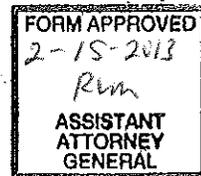
CITY OF KALAMAZOO

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY: _____
Administrator
Real Estate

2/21/13
Date

February 7, 2013

EXHIBIT I

CONTROL SECTION STU 39405
JOB NUMBER 110279; 110288
PROJECT STP 1339(009)(010)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$608,000	\$757,000	\$1,365,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$608,000	\$757,000	\$1,365,000
Less Federal Funds*	<u>\$484,000</u>	<u>\$599,000</u>	<u>\$1,083,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$124,000	\$158,000	\$ 282,000

*Federal Funds for each of the PART A and B portions of the PROJECT are limited to the amounts as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs

 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



Commission Agenda Report

City of Kalamazoo

Date: **04/01/13**

Item **F2**

TO: Mayor Hopewell, Vice Mayor McKinney, and City Commissioners

FROM: Kenneth P. Collard, City Manager, ICMA-CM, P.E.
Prepared By: Thomas C. Skrobola, Director of Management Services/CFO

DATE: March 27, 2013

SUBJECT: Selection of Actuarial Services Vendor

RECOMMENDATION

It is recommended that the City Commission award a contract with Gabriel, Roeder and Smith, P.C. to perform actuarial services for the City for a 3-year period beginning on 7/1/13 and ending on 6/30/16 (inclusive of the 2013, 2014, and 2015 year-end studies and other related services) for a price of \$111,900.00 and authorize the City Manager to execute all documents pertaining to this award on behalf of the City of Kalamazoo

BACKGROUND

At the end of 2011 Gabriel, Roeder and Smith (GRS) experienced a departure of key personnel responsible for the City's account. In February 2012, The City's Retirement Investment Committee recommended that the City explore a competitive selection process. The City proceeded on its own to solicit bids in the waning months of 2012, and received three proposals (see the attached bid summary).

After several meetings and careful analysis, City staff unanimously selected Gabriel, Roeder and Smith. GRS provided a very comprehensive RFP and more than satisfied the requirements that we were looking for. GRS has been solicitous and attentive to the needs of the City throughout 2012. GRS placed Jim Anderson, a new and very highly qualified actuary in the Grand Rapids/Kalamazoo region in 2012, and also developed functional estimation and projection software tools that placed them ahead of the competition.

COMMUNITY RESOURCES CONSULTED

The City's Retirement Investment Committee, in keeping with their bylaws, reviewed the City staff's recommendation at their regular February 2013 meeting and unanimously affirmed the selection of GRS.

FISCAL IMPACT

The City already has an amount budgeted for actuarial services that is sufficient to pay for GRS's proposed amount of \$111,900.

ALTERNATIVES

The City Commission could choose to award the bid to one of the competitive bidders. This is not recommended, however, as GRS provided a proposal which City staff believes delivers the best combination of professional services and competitive pricing

ATTACHMENTS

Bid Summary

BID RESULTS SUMMARY

PROJECT: Actuarial Services

DATE: March 12, 2013

BIDDERS SOLICITED: 27

BIDDERS RESPONDED: 3

MBE/WBE BIDS SOLICITED: 4

MBE/WBE BIDDERS RESPONDED: 0

BID REFERENCE NO: 946-50-004/NL

MBE/WBE AWARDED: No

ISSUE DATE: November 2, 2012

BID OPENING: December 4, 2012

APPROVAL REQUIRED: City Commission

FUNDED BY: City

<u>BIDDERS</u>	<u>RANK</u>	<u>AMOUNT BID</u>	<u>LOCATION</u>
Gabriel, Roeder and Smith	1	\$111,900.00	Grand Rapids, MI
Buck Consultants	2	\$186,000.00	Chicago, IL
Nyhart Actuary & Employee Benefits	3	\$99,900.00	Indianapolis, IN

Purchasing procedures have been followed and City Attorney has reviewed as to form.



Nicholas Lam, Purchasing Director



Commission Agenda Report

Date: **04/01/13**

Item **F3**

City of Kalamazoo

TO: Mayor Hopewell, Vice Mayor McKinney, and City Commissioners

FROM: Kenneth P. Collard, City Manager, ICMA-CM, P.E.
Reviewed By: Jeff Chamberlain, Director, CP&D and Laura Lam, Deputy Director, CP&D
Prepared By: Julie Johnston, Community Development Compliance Specialist

DATE: March 22, 2013

SUBJECT: Set Program Year 2013 Annual Action Plan Public Hearing

RECOMMENDATION

It is recommended that the City Commission adopt a resolution setting a public hearing for April 15, 2013 to adopt the Program Year (PY) 2013 Action Plan which details the funding allocations for Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) entitlement funds received from the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND

Allocation from HUD

The City of Kalamazoo has not yet been given final budget numbers for the PY2013 year from HUD. However, we did receive a letter from the Deputy Secretary which suggests planning for at least a five percent decrease from PY2012 due to the consequences of the sequester. For PY2013 (July 1, 2013 through June 30, 2014), the City of Kalamazoo anticipates receiving approximately \$2,140,900 from HUD for three program areas: \$1,491,785 in Community Development Block Grant (CDBG), \$511,328 in HOME Investment Partnerships Program (HOME), and \$137,787 in Emergency Solution Grant Program (ESG).

The City or its subrecipients will also be utilizing approximately \$125,000 in anticipated program income (funds expected to be generated during PY2013), as well as \$50,000 in CDBG and \$324,760 in HOME reprogrammed funds from previous years. The complete budget for PY2013 is expected to total \$2,640,660 and the recommended activities are included as an attachment to this Report.

Process Changes

Prior to the start of the PY2013 application process, CP&D staff made the decision to shorten the current City of Kalamazoo Consolidated Plan by one year. As a reminder, the

Consolidated Plan outlines the City's strategy for a five-year period to address housing and community development needs. The Plan is a prerequisite of HUD for distribution of funds.

The current five-year Plan was expected to run through PY2014 which would have ended on June 30, 2015. However, based on recent changes to HUD regulations, a larger community discussion related to housing and community development needs, and the departmental changes taking place at the City level, CP&D staff feels that a new plan is warranted.

The current Consolidated Plan will now end on June 30, 2014. This means that the PY2013 application process was the last under the current Consolidated Plan. With this in mind, CDAAC and CP&D staff reviewed the required performance outcomes listed in the Consolidated Plan. In general, the following four areas will likely fall short of meeting their planned performance goals by the end of our current program year:

- Youth Education and Mentoring
- Homeownership
- Streetscape Enhancements (beyond just sidewalks)
- Business and Job Development

To address this short-fall during PY2013, CDAAC placed a higher priority on CDBG and HOME applications that met one of the aforementioned Consolidated Plan goals. Those applications that helped the City meet the outcomes of the four deficient Consolidated Plan goals received 10 extra points. This focus was communicated as part of the outreach efforts for the application process, as well as during the mandatory pre-application submission training sessions that were offered in August of 2012.

In addition to the Consolidated Plan focus, CDAAC and CP&D staff implemented changes to the ESG funding process. The new ESG regulations (HEARTH Act) developed by HUD include a section titled "Area-wide systems coordination requirements." These requirements detail the City's mandatory relationship with the local continuum of care (local homeless assistance planning network) on a wide range of homeless issues.

Based on these new requirements, CP&D staff has determined that combining our ESG funding with the larger continuum of care in Kalamazoo, overseen by Local Initiative Support Corporation (LISC) Local Advisory Board, is the best approach to meet the coordinated systems conditions set by HUD.

Application Process

A large portion of the federal funds received from HUD are allocated through a competitive application process managed by CDAAC and CP&D staff. CP&D staff held three mandatory pre-submission application training sessions in August of 2012. A total of 67 people from 46 organizations attended the trainings.

A total of 35 applications were received in October of 2012; 14 CDBG Public Service, 13 CDBG All Other, and eight HOME. The 35 competitive applications requested \$4,519,549 in federal funds, which was a decrease of \$147,549 from the 47 applications received in PY2012. As the amount of requested funding was significantly higher than the available funding, CDAAC was required to make some extremely difficult funding decisions.

The three subcommittees met in November and December of 2012 to review the applications and make funding recommendations. CP&D staff was present at each of the subcommittee meetings to serve as a resource and to answer any specific questions. Draft recommendations were presented at the regularly-scheduled CDAAC meeting held on January 10, 2013. The public hearing was held on March 14, 2013. CDAAC recommended that each organization receive their percentage share of the budget decreases now anticipated from HUD. They also recommended allocating the \$50,000 in CDBG reprogrammed funds to Community Homeworks, which was not included in their original draft recommendations. CDAAC decided to allocate these previously unknown reprogrammed funds to Community Homeworks during the public hearing based on their application score which was the highest scoring unfunded application and the significant public comments received during the 30-day public comment period.

COMMUNITY RESOURCES CONSULTED

CDAAC is an important component in the City of Kalamazoo's citizen participation plan and is made up of thirteen (13) volunteer members. Six (6) are nominated by the CDBG-eligible neighborhood associations, Eastside, Edison, Fairmont, Northside, Stuart, and Vine, and seven (7) are members-at-large. In addition to the City of Kalamazoo Consolidated Plan 2010 – 2014 priorities, CDAAC also used City Commission priorities, agency performance, capacity and leveraging in its decision-making process.

The City of Kalamazoo's 2010 – 2014 Consolidated Plan was developed by an independent planning consultant using a process which included extensive citizen input including neighborhood meetings throughout the City, in-depth discussions with service providers and two public hearings held in conjunction with CDAAC.

One 30-day comment public comment period and one public hearing is required by HUD and the City of Kalamazoo Citizen Participation Plan to provide full citizen input in setting priorities and allocating PY2013 federal funding. For the PY2013 Annual Action Plan, the 30-day public comment period was held from February 11, 2013 through March 13, 2013 and two public hearings, one with CDAAC and one with the City Commission.

FISCAL IMPACT

\$886,612 or 33 percent of the total PY2013 budget is recommended for City programs. Through the award of these federal dollars in the manner recommended, the City of Kalamazoo's general fund is not required to address many of these community needs. The

administration and monitoring of the projects will be conducted by the CP&D staff as part of its 2013 federal grant budget.

ALTERNATIVES

The City Commission may elect to not set the public hearing for April 15, 2013. The detailed PY2013 HUD Annual Action Plan funding request must be submitted by no later than May 15, 2013 for funds to be made available by July 1, 2013. A delay in setting the public hearing will reduce the amount of time CP&D staff has to finalize the Annual Action Plan and may delay the release of funding to the City. This alternative is not recommended.

ATTACHMENTS

Recommended PY2013 Action Plan Budget
Applications not Recommended for Funding
Resolution Setting the Public Hearing

PY2013 Action Plan Recommendations from CDAAC

Organization	Activity Name	PY2012 Funding Award	PY2013 Requested Funding	PY2013 CDAAC Recommendation
CDBG Administration¹				
City of Kalamazoo CP&D	Administration	\$314,000	\$314,000	\$298,357
CDBG Public Service²				
City of Kalamazoo Public Safety	Crime Prevention	\$150,000	\$150,000	\$134,364
Catholic Charities Diocese of Kalamazoo	The Ark Shelter: Services for Youth	\$10,000	\$15,000	\$13,436
Kalamazoo Drop-In Child Care Center	Free Child Care for Low-Income Families	\$10,000	\$11,500	\$8,958
New Genesis, Inc.	New Genesis Success Academy		\$50,000	\$11,197
YWCA Kalamazoo	Domestic Assault Shelter	\$26,576	\$40,000	\$17,915
Legal Aid of SW Michigan	Homelessness Prevention		\$17,649	\$8,062
CDBG Public Service Total:			\$284,149	\$193,932
CDBG All Other				
City of Kalamazoo CP&D	Code Enforcement	\$400,000	\$400,000	\$384,495
City of Kalamazoo Parks and Recreation	Park Infrastructure	\$19,000	\$19,000	\$18,264
Kalamazoo Valley Habitat for Humanity	Neighborhood Revitalization Initiative	\$59,520	\$150,000	\$144,186
Fair Food Matters	Can-Do Kitchen – Food Business Incubator Scholarships		\$60,260	\$57,924
Housing Resources, Inc.	Tenant Based Rental Assistance Administration	\$114,520	\$125,000	\$120,155
Senior Services, Inc.	Home Repair for the Elderly	\$100,794	\$135,000	\$129,767
Kalamazoo Neighborhood Housing Services	Deferred Maintenance Program		\$250,000	\$72,612
GFM the Synergy Center	Lifeline to Recovery (Acquisition)		\$75,000	\$72,093
CDBG All Other Total:			\$1,214,260	\$999,496
CDBG ENTITLEMENT:				\$1,491,785
CDBG Reprogrammed Funds				
Community Homeworks	Emergency Home Repair	\$84,520	\$120,000	\$50,000

PY2013 Action Plan Recommendations from CDAAC

Organization	Activity Name	PY2012 Funding Award	PY2013 Requested Funding	PY2013 CDAAC Recommendation
CDBG Program Income				
City of Kalamazoo CP&D	Small Business Revolving Loan			\$10,000
City of Kalamazoo CP&D	Code Enforcement Fees			\$10,000
City of Kalamazoo CP&D	Housing Revolving Loan Fund			\$5,000
Kalamazoo Neighborhood Housing Services	Core Neighborhood Revitalization			\$100,000
CDBG Program Income Total:				\$125,000
CDBG TOTAL:				\$1,666,785
HOME³				
City of Kalamazoo CP&D	Administration ⁴	\$53,757	\$53,000	\$51,132
Kalamazoo County Land Bank	Rehab of Vacant Properties for Home Ownership		\$596,200	\$242,542
Kalamazoo Valley Habitat for Humanity	Affordable Homeownership for Vulnerable Families		\$250,000	\$242,270
Northside Association for Community Development	Family Stabilization Program – Senior Apartment Complex	\$126,000	\$140,000	\$135,671
Housing Resources, Inc.	Tenant Based Rental Assistance	\$121,000	\$250,000	\$121,135
Catholic Charities Diocese of Kalamazoo	Tenant Based Rental Assistance for Young Families	\$36,000	\$44,720	\$43,337
HOME TOTAL:			\$1,333,920	\$836,088
ESG⁵				
Continuum of Care	Costs to Administer the ESG Program		\$10,159	\$9,651
Continuum of Care	Various Homeless Programs and Activities		\$134,880	\$128,136
ESG TOTAL:			\$145,039	\$137,787
ALL PROGRAMS TOTAL:				\$2,640,660

¹CDBG administration is subject to a 20 percent cap of entitlement funds.

²Public Service is subject to a 13 percent cap of entitlement funds to compensate for an overage that occurred in PY2011.

³HOME reduction of 5% was off the entitlement amount of \$538,240. Total includes \$324,760 in PY2012 unobligated funds.

⁴HOME administration is subject to a 10 percent cap of entitlement funds.

⁵ESG administration is subject to a 7 percent cap of entitlement funds.

PY2013 Applications not Recommended for Funding

Organization	Activity Name	PY2012 Funding Award	PY2013 Requested Funding
CDBG PUBLIC SERVICE			
Douglass Community Association	Douglass REACH Program (Youth Program)		\$125,000
Edison Neighborhood	Light Up Edison - Post Light Project	\$44,520	\$50,000
Fair Housing Center of Southwest Michigan	Fair Housing Services		\$20,000
Girls Scouts Heart of MI	Girl Scouts Outreach Program		\$10,000
Kalamazoo Learning Center	No Child Left Behind (Youth Education)		\$65,000
Local Initiatives Support Corp	Sustainable Communities Initiative	\$20,000	\$50,000
Open Roads and IDEA Association	Earn-A-Bike and Fix-A-Bike Program		\$30,000
Urban Alliance	Employment Opportunities (Job Training/Facilitation)		\$75,000
Kalamazoo County Land Bank	Side Lot/Adopt a Lot Staffing	\$20,000	\$10,000
CDBG ALL OTHER			
The H.O.P.E. Ranch	Rebuilding of Youth and Community (Housing Rehab)		\$100,000
Douglass Community Association	Don Jackson Home Repair	\$84,520	\$100,000
Latter Rain Outreach	Abigail's Palace (Acquisition)		\$60,000
Douglass Community Association	Gym Roof Replacement		\$78,512
Big Dog	Deconstruction Project and Job Training		\$300,000
Kalamazoo County Land Bank	Repurposing Vacant Parcels for Commercial Reinvestment		\$500,000
HOME			
College Town Properties	South Street Apartments		\$100,000
Kalamazoo Neighborhood Housing Services	Lease/Purchase Program	\$200,922	\$300,000
Urban Alliance/His Kingdom Housing	Transforming Edison II - 2 Blocks at a Time		\$215,708
		TOTAL:	\$2,189,220

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

A RESOLUTION SETTING THE PUBLIC HEARING FOR THE PY2013 ANNUAL ACTION PLAN

Minutes of a regular meeting of the City Commission of the City held on _____, 2013, at or after 7:00 o'clock p.m. local time, at City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the City's Citizen Participation Plan, adopted March 21, 1998 and amended on February 18, 2008, pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974 as amended, provides for the holding of a Annual Action Plan Budget Public Hearing including a review of estimated expenditures and revenues; therefore

BE IT RESOLVED, that a public hearing be held on the City of Kalamazoo 2013 Program Year (PY) Annual Action Plan by the City Commission at City Hall at or after 7:00 p.m. local time, on April 15, 2013, and

BE IT FURTHER RESOLVED, that Community Planning and Development Department publish a notice of said public hearing once in the Kalamazoo Gazette fifteen (15) days prior to such hearing in substantially the following form:

**CITY OF KALAMAZOO
NOTICE OF PUBLIC HEARING
PY2013 ANNUAL ACTION PLAN**

The City Commission will conduct a Public Hearing on April 15, 2013 in the City Council Chambers, 241 West South Street, Kalamazoo, Michigan beginning at 7:00 pm. The purpose of the Public Hearing is to discuss the Annual Action Plan which delineates the programs that the City of Kalamazoo intends to undertake during the 2013 Program Year (PY), which runs from July 1, 2013 through June 30, 2014. Citizen comments are welcome.

The Annual Action Plan is required by the U.S. Department of Housing and Urban Development (HUD) and will address programs under the Community Development Block Grant (CDBG), the Home Investment Partnerships (HOME), and the Emergency Solution Grant (ESG) programs.

HUD has not yet informed the City of the PY2013 budget, but the City anticipates receiving \$1,491,785 in CDBG, \$511,328 in HOME, and \$137,787 in ESG to address community needs as identified in the 2010-2014 Consolidated Plan. The City or its subrecipients will also be utilizing approximately \$100,000 in anticipated program income (funds expected to be generated during PY2013), as well as \$50,000 in CDBG and \$324,760 in HOME reprogrammed funds. A complete breakdown of funding sources and the activities to be funded can be found on the City's website at www.kalamazoocity.org/comdev.

A copy of the draft Plan is available for review in the Community Planning and Development Department, located at 415 Stockbridge Avenue, Kalamazoo, Michigan or on the City's website at www.kalamazoocity.org/comdev. Call 269.337.8044 for more information.

The above resolution was offered by _____ and supported by _____.

AYES:

NAYS:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Commission of the City of Kalamazoo, Kalamazoo County, Michigan, held on the _____, 2013, the original of which is in the official proceedings of the City Commission.

Scott A. Borling, City Clerk



Commission Agenda Report

City of Kalamazoo

Date: **04/01/13**

Item **F4**

TO: Mayor Hopewell, Vice Mayor McKinney, and City Commissioners

FROM: Kenneth P. Collard, City Manager, ICMA-CM, P.E.
Reviewed By: Jeff Chamberlain, AICP, Director of CP&D
Prepared By: Andrea Augustine, AICP, City Planner

DATE: March 27, 2013

SUBJECT: Neighborhood Enterprise Zone Certificate Applications

RECOMMENDATION

It is recommended that the City Commission adopt a resolution approving one application for transfer of a Neighborhood Enterprise Zone certificate in the Edison Neighborhood Enterprise Zone.

BACKGROUND

On September 29, 2008, the Kalamazoo City Commission created two Neighborhood Enterprise Zones (NEZs); one new construction NEZ in the Edison Neighborhood, and one homestead NEZ in the Vine Neighborhood. Though each zone is created, the homeowners or builders are required to apply for a certificate which will allow them to reap the tax benefits of the NEZ. All of the applications that the city receives must go before the City Commission for approval, and will take effect in the tax year that follows the application. For example, the applications that are received this year (2013) will take effect on January 1, 2014. For transfers of certificates, the original date of the certificate will be the start date of the tax abatement, pending Michigan Department of Treasury approval.

The City Clerk has received one application for a certificate transfer for a previously approved certificate. In this case, the original certificate holder was the Home Builders Association (HBA), and the proposed certificate holder is indicated next to the certificate facility address. When the property is sold, the certificate is transferred from the HBA to the new homeowner:

602 Collins Street (Rachel Stender)

COMMUNITY RESOURCES CONSULTED

As part of the creation of the Neighborhood Enterprise Zone, staff met with a representative working group, including members of the Historic District Commission, Planning Commission, Dangerous Buildings Board, and Community Development Act Advisory Committee, to discuss the feasibility of the NEZ in Kalamazoo. In addition, staff had conversations with the potential neighborhoods that may be impacted by the NEZ, other neighborhoods, as well as several formal presentations to neighborhood boards. The treasurer, assessor, and other impacted city staff have been included in planning, as well, and have been part of the final decision-making process on the scope of this pilot project. The City Commission held a public hearing to discuss the creation of the NEZ. No additional community resources were consulted in the receipt of the current NEZ certificate transfer application.

FISCAL IMPACT

For certificate transfers, there is no direct fiscal impact, as the NEZ certificates have already been approved, and this action is simply transferring the certificate from one holder to another.

ALTERNATIVES

The City Commission has the alternative of denying the transfer of the existing certificate in the Edison Neighborhood, which would not allow the new owner the benefit of the Neighborhood Enterprise Zone tax reduction. This alternative is not recommended.

ATTACHMENTS

NEZ Certificate Transfer Resolution

CITY OF KALAMAZOO, MICHIGAN

RESOLUTION NO. _____

A RESOLUTION TRANSFERRING A NEIGHBORHOOD ENTERPRISE ZONE CERTIFICATE FROM THE HOME BUILDERS ASSOCIATION OF GREATER KALAMAZOO TO RACHEL STENDER FOR A SINGLE-FAMILY HOME LOCATED AT 602 COLLINS STREET IN THE DESIGNATED EDISON NEIGHBORHOOD ENTERPRISE ZONE AND AUTHORIZING THE SUBMISSION OF THE NEZ TRANSFER BY THE CITY CLERK TO THE MICHIGAN STATE TAX COMMISSION

Minutes of a regular meeting of the City Commission of the City of Kalamazoo held on April 1, 2013, at or after 7:00 o'clock p.m., local time, at City Hall.

PRESENT, Commissioners:

ABSENT, Commissioners:

WHEREAS, the Kalamazoo City Commission adopted the Edison Neighborhood Enterprise Zone on September 29, 2008, so that residents of the City of Kalamazoo would have the potential to take advantage of residential tax abatements while also providing incentives to encourage neighborhood revitalization; and

WHEREAS, the City of Kalamazoo approved a new construction Neighborhood Enterprise Zone certificate for the single family home located at 602 Collins Street on July 16, 2012, which is located in the designated Edison Neighborhood;

NOW, THEREFORE, BE IT RESOLVED,

That the City Commission acknowledges the receipt of the application to transfer the existing NEZ certificate from the Homebuilders Association of Greater Kalamazoo to the new owner, Rachel Stender, for the home located at 602 Collins Street in the designated Edison Neighborhood Enterprise Zone; find that it complies with Neighborhood Enterprise Zone Act, Act 147 of the Public Acts of Michigan of 1992, as amended, and hereby approves the transfer of the Neighborhood Enterprise Zone Certificate for the above described property to the State Tax Commission, beginning the effecting date of the NEZ Certificate; and that Commission recommends the above described property, if approved by the State Tax Commission, will continue to receive the existing, 10-year maximum allowable term of NEZ benefits, beginning from the effective date of the NEZ certificate.

The above resolution was offered by _____ and supported by _____.

AYES, Commissioners:

NAYS, Commissioners:

ABSTAIN, Commissioners:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Kalamazoo at a regular meeting held on April 1, 2013. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by said Act.

Scott A. Borling, City Clerk



Commission Agenda Report

City of Kalamazoo

Date: **04/01/13**
Item **F5**

TO: Mayor Hopewell, Vice Mayor McKinney, and City Commissioners

FROM: Kenneth P. Collard, City Manager, ICMA-CM, P.E.
Reviewed By: Jeff Hadley, Public Safety Chief
Prepared By: Ryan Tibbets, Financial/Strategic Support Manager

DATE: March 27, 2013

SUBJECT: Approval of Three Part-Time Non-Union Positions within Public Safety

RECOMMENDATION

It is recommended that the City Commission approve three (3) part-time non-union positions within the Public Safety Department for the purpose of parking enforcement in the Outside Central Business District (OCBD).

BACKGROUND

Parking enforcement OCBD in the City of Kalamazoo is currently being provided by AMPCO System Parking. The current contract extension will expire on May 31, 2013. After the contract expires, Public Safety will provide parking enforcement in the OCBD utilizing the requested additional employees, augmented by Public Safety Officers.

After an extensive analysis of the workload and the current contract with AMPCO, Public Safety has determined that insourcing parking enforcement OCBD will result in significant savings which is estimated to be \$200,000 per year.

Public Safety is requesting the addition of three (3) part-time non-union positions who will be assigned to the Operations Division to provide parking enforcement in the OCBD.

COMMUNITY RESOURCES CONSULTED

Public Safety has worked with the City Manager's Office, Management Services, Purchasing, Human Resources, and the Treasurer's Office on the implementation of this program. Public Safety is in discussions with AMPCO Parking System regarding the possibility of hiring current AMPCO employees.

FISCAL IMPACT

It is anticipated that the City of Kalamazoo will recognize an annualized savings of \$200,000 for the OCBP enforcement.

ALTERNATIVES

No alternative is recommended

ATTACHMENTS

None



Commission Agenda Report

City of Kalamazoo

Date: **04/01/13**

Item **F6**

TO: Mayor Hopewell, Vice Mayor McKinney, and City Commissioners

FROM: Scott A. Borling, City Clerk

DATE: March 27, 2013

SUBJECT: KAAF Request to Apply for a Special Liquor License

RECOMMENDATION

It is recommended that the City Commission approve a request from the Kalamazoo Amateur Athletic Federation (KAAF) for permission to apply for special liquor licenses for the following softball tournaments to be held at Versluis/Dickinson Park: the Can Am Festival, May 19-20, 2013 and the Kiracofe Memorial Softball Tournament, July 12-14, 2013.

BACKGROUND

The KAAF has submitted an application for a special liquor license to the City Clerk's Office. Because the softball tournaments and sale of alcohol are taking place on City property, it is necessary for the KAAF to receive permission from the City Commission in order to obtain the license from the State of Michigan.

In the past, KAAF has obtained the necessary permits to sell beer during various annual softball tournaments. Staff is not aware of any problems during these events due to the sale of beer. As in the past, all proceeds from the sale of beer during these events will be used to improve the Versluis/Dickinson Park.

The request has been reviewed by staff in the Department of Public Safety, the Parks and Recreation Department, and by the City's Risk Manager. There was no objection to granting permission for the KAAF to apply for a license to sell alcohol on city property.

COMMUNITY RESOURCES CONSULTED

No community resources required.

FISCAL IMPACT

Over the past two years KAAF has invested approximately \$4,500 in park maintenance and improvements.

ALTERNATIVES

The City Commission could deny the request, however, staff review indicates the request meets all city approval requirements.

ATTACHMENTS

Letter of Request

Kalamazoo Amateur Athletic Federation

February 25, 2013

Kalamazoo City Clerk
241 W. South Street
Kalamazoo, MI 49007

Dear Sir:

The Kalamazoo Amateur Athletic Federation (KAAF) respectfully requests your permission to apply for a special license for the sale of beer at the following Softball Tournament.

Can Am Festival
Kiracofe Memorial

May 19 & 20
July 12, 13, & 14

These event will be held at the Versluis/Dickinson Park. The event will be under the direction of KAAF with all the proceeds from the sale of beer being used for improvements of the parks.

Again, as in the past, our committee will make sure the park is kept clean at all times. We also operate in accordance with all the rules and regulations of the Michigan Liquor Control.

We would appreciate it if you could get this on the Agenda as soon as possible to allow us time to process it. Thank you for your cooperation in this matter; and if you have any questions, please do not hesitate to contact our committee.

Sincerely yours,

KALAMAZOO AMATEUR ATHLETIC FEDERATION

Kenda Wakeland
Secretary/Treasurer
(269) 343-2863 hm
(269) 806-4575 cell

3222 Winter Wheat
Kalamazoo, Michigan 49004
Email: KAAFFederation@aol.com